

Mortgagees address: 402 Hollis Lane, Mauldin, S. C. 29662

VCL 1460 PAGE 281

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
PURCHASE MONEY MORTGAGE
MORTGAGE OF REAL ESTATE

FILED
GREENVILLE CO. S.C.
MAR 20 9 02 AM '79
BONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JAMES D. PUCKETT and JUDITH A. PUCKETT

WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto **MARCUS EUGENE SMITH and LINDA JANE ALLEN SMITH**

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of **Twenty Nine Thousand, Four Hundred, Sixty Five and no/100ths** Dollars (\$ 29,465.00) due and payable in five annual installments beginning on January 1, 1980 and continuing on January 1st for the next four successive years until paid in full. The principal amount of such installments shall be \$5,893.00 each together with accrued interest up through the date of such installment. Mortgagors shall have privileges of anticipation in any amount without penalty, with interest thereon from date at the rate of **eight** per centum per annum, to be paid: **annually** as aforesaid,

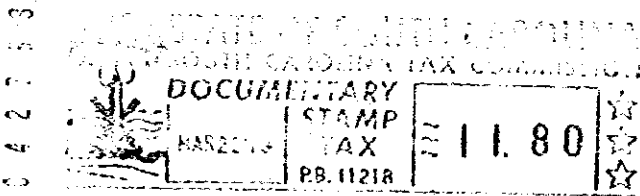
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing 6.97 acres according to a "Plat Prepared for Gene Smith", prepared by R. Jay Cooper, Surveyor, dated January 30, 1978 and recorded in the RMC Office for Greenville County in Plat Book 6M at page 76 and having such metes and bounds as appear by reference to such plat. The subject property fronts on the southerly side of Black's Drive, a distance of 357.85 feet.

THIS is the identical property conveyed to the Mortgagors by deed of the Mortgagees to be recorded of even date herewith, and this mortgage is given to secure a portion of the purchase price of the subject property.

Inasmuch as the mortgagors have on this date made a down-payment on the subject property in the amount of \$12,035.00, it is understood and agreed that said mortgagors shall have the right, without further compensation, to have released from the lien hereof two acres of the subject property to be used as a building site for the mortgagors together with appropriate access thereto. Prior to the time of execution of any such release, the parties shall agree as to the general location of such property and access thereto from Black's Drive, whereupon the mortgagors shall have such property surveyed off at their sole expense. It is further understood and agreed by the parties that the mortgagees shall not be obligated to release any property which causes any significant diminishment in the value of the remaining property. If the building site and the access thereto exceed two acres, then such excess acreage shall also be released upon payment by the mortgagors of an additional sum to be computed on the basis of such excess acreage at the rate of \$6,000.00 per acre.



Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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